

AGREEMENT

This Agreement (the "Agreement") is entered into as of the 15th day of November, 2013, by and between, Rabbi Joseph Lebovits, the Grand Rebbe of Nikolsburg (the "Grand Rebbe"), Breindy Lebovits, Rabbi David Mermelstein, Rabbi Aron Markowitz, Ethel Halpert, Rabbi Chaim Mermelstein, and Rabbi Shea Klagsbrun, on the one side (hereinafter referred to collectively as "Party A"), and Rabbi Mordechai Shlomo Glatzer, Rabbi Moshe Berish Friedman, Rabbi Mordeche Samet, and Rabbi Chaim Brizel, on the other (hereinafter referred to collectively as "Party B"). (When referenced below, the "Parties" includes each individual to the Agreement as well as Congregation Birchos Yosef ("CBY").)

WHEREAS, the Grand Rebbe is the founder and the Highest Religious Authority of the Nikolsburg community and its Birchos Yosef Institutions; and

WHEREAS, up until the date of this Agreement, the individuals comprising Party B have served, at various times, as members of the Board of Trustees of CBY (the "Board"), and

WHEREAS, Rabbi Chaim Brizel, President, Rabbi Mordechai Shlomo Glatzer, Vice President, and Rabbi Mordeche Samet, Secretary, have been acting as the current Board of CBY; and

WHEREAS, CBY has purchased various properties which purchases were approved and supported by the Grand Rebbe; and

WHEREAS, in connection with the purchase of the properties, CBY entered into agreements, including mortgages; and

WHEREAS, in 2012, CBY restructured its debts and obligations related to the properties and entered into agreements with TD Bank, N.A. ("TD Bank"); and

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WHEREAS, CBY has defaulted on its obligations to TD Bank and litigation has been commenced against CBY by TD Bank (the "Bank Litigation"); and

WHEREAS, CBY has other outstanding debts and obligations as is reflected in Schedule A annexed hereto; and

WHEREAS, a dispute has arisen between the Parties as to how to handle the outstanding debts and obligations as well as regarding the future direction of CBY; and

WHEREAS, a litigation was commenced by Breindy Lebovits, Rabbi David Mermelstein, Rabbi Aron Markowitz, Ethel Halpert, Rabbi Chaim Mermelstein, and Rabbi Shea Klagsbrun, against CBY, Rabbi Chaim Brizel, Rabbi Mordechai Glatzer, Rabbi Mordeche Samet, and others, that relates to various matters regarding the management and operations of CBY (the "CBY Litigation"); and

WHEREAS, the Parties to this Agreement have now decided to resolve their differences by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. Board Resignations. (a) Party A and Party B hereby agree that, upon execution of this Agreement, control of CBY will be turned over to a new Board comprised of the Grand Rebbe, Aron Marowitz, and Shea Klagsbrun. As part of this Agreement, the resignations and appointments annexed hereto as Schedule B will be simultaneously executed; and

(b) the parties agree that the certification by Mordeche Samet, annexed as Schedule C, includes the current list of members entitled to vote at meetings of CBY (which membership list is included within Schedule C). Unless requested by the new Board, Party B will no longer be authorized to take any action on behalf of or in the name of CBY. Party B agrees to take any and all actions as may be necessary to transfer control of any and all assets to the new Board, including, but not limited to, all bank accounts and investments belonging to CBY as may be located anywhere in the world.

2. Responsibilities for Debt and Obligations and Indemnification. The outstanding debts and obligations, as reflected in Schedule A annexed hereto, will remain the responsibility of CBY. It is acknowledged and agreed that none of these obligations are the individual responsibility of any of the individuals that comprise Party A or Party B. Party B represents that these are debts incurred by CBY and that they have disclosed all current debts and obligations of which they are aware. Party B agrees to cooperate and be available to discuss how debts were incurred and calculated. CBY shall indemnify, defend, and hold harmless Party B from and against any and all liability, claims, loss, damages, costs, tax or expenses, including reasonable attorneys' fees and expenses, which may be incurred by reason of any claim, suit, action or threatened action brought by any party against Party B (individually or collectively) arising out of or in any way related to actions taken by or on behalf of CBY, unless otherwise provided in this agreement.

3. Assumption of Agreement. Upon the appointment of the new Board of Trustees (as set forth in Section 1 above), the new Board of Trustees of CBY shall have been deemed to have adopted this Agreement on behalf of CBY and assumed on behalf of CBY any obligations incumbent upon CBY as a result of this Agreement.

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4. Mutual Releases. By entering into this Agreement, each of the individuals comprising Party A and Party B, as well as those that have represented and acted on behalf of CBY in the past and will represent and act on behalf of CBY following the date of this Agreement, irrevocably, unconditionally fully, and finally releases and discharges any and all Parties to this Agreement, from any and all actions, causes of action, suits, debts, accounts, covenants, contracts, agreements, promises, damages, judgments, claims, and demands whatsoever, in law or equity, known or unknown, which each, respectively, had, may now have or hereinafter may have from the beginning of time until the date of this Agreement, which arise or relate in any way to any dealings the Parties may have had ~~or~~ that relate in any way to CBY. Nothing contained within this section shall release any party from any obligation undertaken pursuant to the terms of this Agreement or pursuant to any agreement not referenced herein or which is not related to the subject matter of this Agreement. Nothing contained within this section shall release any party from a claim related to assets knowingly and wrongfully diverted by virtue of loans, property sales, or by overpayments of salaries or invoices to any party, third person, organization, corporation, etc., which, if alleged, shall be resolved in accordance with the procedures set forth in Section 8 below.

5. Non-Disparagement. The Parties represent and agree that each will refrain from making any written or oral statements to any person or entity with whom the other has had or may have a business or social relationship which may reasonably be expected to impugn or degrade the character, integrity, or ethics of the other.

6. Confidentiality. The Parties agree that the terms of this Agreement are confidential and shall not be disclosed, directly or indirectly, to any person or entity who is not a party to the Agreement.

7. Stipulation of Discontinuance. Within three (3) business days of the Parties' execution of this Agreement, counsel for the plaintiffs in the CBY Litigation will file the necessary documentation to discontinue that action, with prejudice, as against Chaim Brizel, Mordechai Glatzer, and Mordeche Samet. Nothing contained therein shall preclude the assertion of claims as provided in Section 4.

8. Governing Law and Dispute Resolution. This Agreement is governed by and is to be construed in accordance with Jewish law pursuant to the Torah. Each party expressly agrees, consents, and submits to the exclusive personal jurisdiction and venue of a Jewish court (Beis Din) for any dispute between or among any of the Parties hereto that refers or relates to the subject matter of this Agreement or that arises under this Agreement, and will under no circumstances bring their demands to any other court or tribunal, whether for a large matter or small, without any exception. Any Beis Din proceeding shall be conducted in a confidential manner and shall be identified as a confidential proceeding. Each party waives any and all rights, under law or in equity, to object or contest the jurisdiction and venue of the Beis Din as the tribunal to adjudicate any and all disputes that may arise between or among the parties. Any award (or "Psak") issued by the Beis Din shall be final and binding and judgment may be entered in any court having jurisdiction over the parties and subject matter.

The arbitrators for the Beth Din proceeding shall consist of a Zabla whose powers shall be memorialized in a Shtar Brurim. Each of the participants shall be entitled to have an advocate to represent their interests ("Toan").

9. Amendment. No provision of this Agreement may be amended, modified, waived or discharged unless such amendment, waiver, modification or discharge is agreed to in writing and such writing is signed by an authorized representative of the Parties. No waiver by either

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party at any time of any breach by the other of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

10. Counsel. The Parties each acknowledge that they have each had a full and fair opportunity to retain and/or consult with counsel of their own choosing regarding the terms of this Agreement prior to executing the Agreement.

11. Notice. For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be delivered (i) personally, (ii) by first class mail, certified, return receipt requested, postage prepaid, (iii) by overnight courier, with acknowledged receipt, or (iv) by facsimile transmission or by e-mail followed by delivery by first class mail or by overnight courier, in the manner provided for in this Section, and addressed as follows:

If to Party A to: Aron Markowitz or Shea Klagsbrun
18 Ellish Parkway
Spring Valley, New York 10977
E-mail: nklbrg@gmail.com

With a copy to: Richard Sarajian
Montalbano, Condon & Frank, P.C.
67 N. Main Street
New City, New York 10956
Fax: 845-634-8993
E-mail: rsarajian@mcfnylaw.com

If to Party B to: Rabbi Chaim Brizel
12 Neal Road
Spring Valley, New York 10977
E-mail: chaimbrizel@gmail.com

With a copy to: Kenneth J. Rubinstein
Haynes and Boone, LLP
30 Rockefeller Plaza, 26th floor
New York, New York 10112
Fax: 212-884-8241

E-mail: ken.rubinstein@haynesboone.com

12. Entire Agreement. This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter contained herein and supersedes any and all prior agreements, promises, covenants, negotiations, offers, arrangements, understandings, communications, representations or warranties, whether oral or written, by any party or any of their respective representatives. Any prior agreement or understanding between or among the Parties that relates to the subject matter of this Agreement is hereby terminated and canceled as of the date hereof. Should any portion of this Agreement be declared invalid or unenforceable, it shall not affect the force, effect, and validity of the remaining portion hereof.

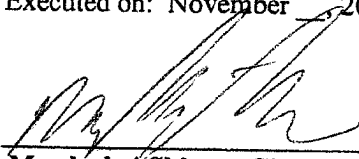
13. Counterparts; Execution. This Agreement may be signed in counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile, electronic mail or pdf shall be considered as originals.

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Shea Klagsbrun

Executed on: November __, 2013



Mordechai Shlomo Glatzer

Executed on: November __, 2013



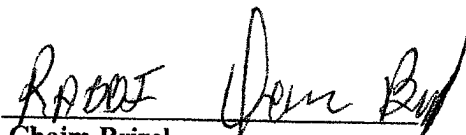
Moshe Berish Friedman

Executed on: November __, 2013



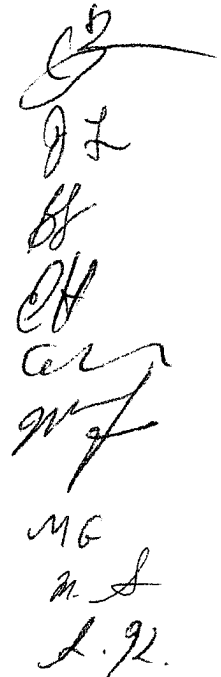
Mordeche Samet

Executed on: November __, 2013



Chaim Brizel

Executed on: November 18, 2013


Handwritten initials and signatures on the right margin, including "JL", "BF", "CH", "ar", "mf", "MG", "m. S", and "L. 92".

SCHEDULE A

TD Bank	\$8,300,000 (approximate)
Real estate taxes	\$7,906.14
IRS	\$229,434.96 (as of September 30, 2013)
Zichron Menachem judgment	\$100,000.00
Mechanics liens	\$55,563.00
Haynes & Boone	\$100,755.96 (as of October 31, 2013)
Kunstlinger & Wohlgemuth	\$25,000 (as of October 31, 2013)

and the vendor, payroll, and other amounts reflected outstanding and due in the documents provided by Mordeche Samet to the Grand Rebbe on Friday, November 8, 2013.

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SCHEDULE B: Resignations and Appointments

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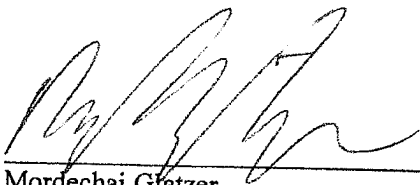
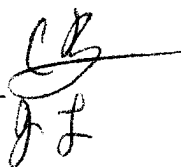
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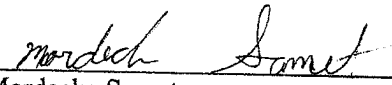
A. JH



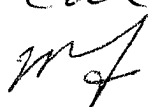
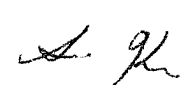
RESIGNATION

The undersigned hereby resigns all positions as a Trustee and Officer of Congregation Birchos Yosef effective immediately.

RABBI 
Mordechai Glatzer 

Resignation Accepted:


Mordeche Samet



can

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RESIGNATION

The undersigned hereby resigns all positions as a Trustee and Officer of Congregation Birchos Yosef effective immediately.

RABBI
Chaim Brizel

Chaim Brizel

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JB

Resignation Accepted:

Mordeche Samet
Mordeche Samet

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DESIGNATION OF TRUSTEES

I hereby appoint Shea Klagsbrun and Aron Markowitz as Trustees to fill the terms of
Mordechai Glatzer and Chaim Brizel until the next election.

RABBI mordechai Samet CB
Mordeche Samet

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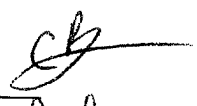
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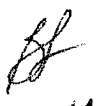
A. H.

RESIGNATION

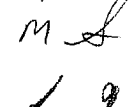
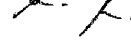
The undersigned hereby resigns all positions as a Trustee and Officer of Congregation Birchos Yosef effective immediately.

RABBI Mordech Samet 
Mordeche Samet

Resignation Accepted:



DESIGNATION OF TRUSTEES

We hereby appoint Grande Rebbe Joseph Michael Leibovits as Trustee to fill the term of Mordeche Samet until the next election.

Shea Klagsbrun

Aron Markowitz

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SCHEDULE C: Certification and Membership List

I, MORDECHE SAMET, hereby certify that, pursuant to Section 607 of the Not-For-Profit Corporation Law, the list of members of Congregation Birchos Yosef is attached hereto.

RABBI mordech Samet
Mordeche Samet

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m. S

L. R.

Thursday, November 07, 2013

Page 1 of 2

Tel:

Cell:

Rabbi Michael Apter	45 Decatur Ave Spring Valley NY 10977	845 425-5487	
Mr. Yoel Biner	8 Herrick Ave Spring Valley NY 10977	845 352-5205	
Mr. Yakov Zvi Bron	14 Murray Dr Airmont NY 10952	845 357-0704	917-807-7332 / 914-715-8475
Rabbi Chaim Brigler	12 Neil Rd Spring Valley NY 10977	845 499-5613	
Rabbi Mordechai Shlomo Glatzer	10 Laura Pl Spring Valley NY 10977	845 352-1902	917-642-3290
Mr. Melr Ber Gluck	27 Yale Dr Monsey NY 10952	845 425-8786	
Rabbi Mendel Greenwald	2 Elaine Pl Spring Valley NY 10977	845 426-1647	1-845-222-1818
Rabbi Mendel Halpert	36 Union Rd Spring Valley NY 10977	845 425-6514	845-642-3301
Rabbi Leibish Halpert	481 W Central Ave Spring Valley NY 10977	845 352-7438	
Mr. Elozer Horowitz	4 Ralph Dr #112 Monsey NY 10952		
Rabbi Yitzchok I. Horowitz	71 Park Ln Monsey NY 10952	845 352-7393	
Mr. Yochanan Waldman	6 Thomas Ct Monsey NY 10952	845 364-6650	917-807-1955
Rabbi Yakov Teitelbaum	20 Westside Ave Spring Valley NY 10977	845 425-5967	
Mr. S. B. Teitelbaum	56 Herrick Ave #201 Spring Valley NY 10977	845	
Mr Joseph Shaya Lowen	109 Decatur Ave Spring Valley NY 10977	845 425-1254	
Rabbi Eliezer Landau	87 Union Rd Spring Valley NY 10977	845 426-7217	845-721-2237
Rabbi Yoel Landau	115 N. Cole Ave. Spring Valley NY 10977	845	718-809-2223
Rabbi Alter Landau	113 N Cole Ave Spring Valley NY 10977	845 425-4322	
Rabbi Hershel Landau	114 Decatur Ave Spring Valley NY 10977	732 886-0034	773-447-5808
Mr. Avrum Moshe Lebowitz	1 warden ct. Monsey NY 10952		
Rabbi Chaim David Lebowitz	147 Maple Ave #112 Spring Valley NY 10977	845	
Mr. Chaim Yoel Lebowitz	198 Ader Ct. Monsey NY 10952	845	718-864-3074
Mr. Chaim Hersh Lebowitz	54 Herrick Ave #201 Spring Valley NY 10977	845 352-4915	845-658-1774
Rabbi Yoel Lebowitz	6 Quince Ln Suffern NY 10901	845 382-1074	845-494-2008
Rabbi Yechezkel Lebowitz	30C Milton Pl Spring Valley NY 10977	845 352-8324	218-8892
Mr M. M. Lebowitz	30 Calvert Dr Monsey NY 10952	845	
Rabbi Boruch Yudah Lebowitz	181 Adar Ct Monsey NY 10952	845 426-5616	538-5818
Mr. Shimon Lebowitz	181 Park In. Monsey NY 10952		
Rabbi Aharon Markowitz	38 Milton Pl Spring Valley NY 10977	845 371-0429	845-323-2293
Mr. Yoel Markowitz	9 King Terr Spring Valley NY 10977	845 371-1043	845-445-5416
Rabbi Isaac Markowitz	16 Neil Rd Apt: 102 Spring Valley NY 10977	845 425-0118	
Rabbi Hershel Meisels	31 Herrick Ave Unit B Spring Valley NY 10977	845 356-4469	
Grand Rabbi M. Lebovits	18 Ellish Pkwy Spring Valley NY 10977	845 425-4375	
Rabbi David Shlomo Mermelstein	18 Widman Ct Unit 202 Spring Valley NY 10977	845 425-0329	845-659-8690
Rabbi Chaim Nuchem Mermelstein	10 Sunrise Dr #301 Monsey NY 10952	845 352-0244	347-546-8015
Mr. Mordechai Samet	10 Sunrise Dr #302 Monsey NY 10952	845 426-7871	
Mr. Samuel Feldman	6 Jacaruso Dr Spring Valley NY 10977	845 352-2051	845-538-7730
Rabbi Chaim Alter Fekete	74 Decatur Ave #B Spring Valley NY 10977	845 425-3596	347-573-3584
Mr. Shulom Proshinovsky	30 D Francis Pl. Monsey NY 10952	845 352-3540	347-486-2393
Rabbi Chaim Fried	4 Elaine Pl Unit 112 Spring Valley NY 10977	845 425-7287	659-0413
Mr Nuchem Avrum fried	31 Sunrise Dr. Unit 102 Monsey NY 10952		845-659-8424
Rabbi Avraham Yechezkel Friedman	161 Maple Ave Apt C Spring Valley NY 10977	845 425-5043	
Rabbi Aharon Friedman	161 Maple Ave Apt A Spring Valley NY 10977	845 425-1459	
Rabbi Yoel Yitzchuk Friedman	18 Sunrise Dr #3 Monsey NY 10952	845 352-0386	
Mr. Y. S. Friedman	66 Herrick Ave Spring Valley NY 10977	845 426-2733	
Rabbi Moishe Berish Friedman	161 Maple Ave Apt B Spring Valley NY 10977	845 352-3653	914-772-5092
Rabbi Yida Kohn	54 Decatur Ave Spring Valley NY 10977	845 352-0188	845-659-3148

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Handwritten signatures and initials on the right margin, including "CB", "JF", "BH", "CH", "AM", "mg", "MS", "m. S", and "L. K."

Thursday, November 07, 2013		Page 2 of 2	tel:	Cell:
Mr Avrum Chaim Klagsbrun	35 N Cole Ave. Spring Valley NY 10977	845 248-8393	804-833-0404	
Mr Aron Tovia Klagsbrun	105 N. Cole Ave Spring Valley NY 10977	845		
Rabbi Shea Klagsbrun	51 Decatur Ave Spring Valley NY 10977	845 426-3716		
Rabbi Simcha Klagsbrun	54 Herrick Ave #112 Spring Valley NY 10977	845 425-2184	845-538-7674	
Mr. Berel Rosen	5 Yale Dr Monsey NY 10952	845 426-3255		
Mr Shlome Rosenfeld	105 park ln. Monsey NY 10952	845 222-2254		
Rabbi Meir Yosef Rottenberg	147 Maple Ave #114 Spring Valley NY 10977	845 426-2823	845-659-1992	
Rabbi Nuchem Schwartz	212 Adar Ct Monsey NY 10952	845 425-1142		
Rabbi Avraham Moshe Schwartz	540 W Central Ave Monsey NY 10952	845 352-0623	845-323-9021	
Mr. Yoel Simonowits	9-A Laura Pl #B Spring Valley NY 10977	845	845-521-2396	
Mr. Mordechai Y Simonowits	11B Monsey Blvd Monsey NY 10952	845 425-8243	845-406-2717	
Rabbi Nachum Yida Simonowits	527 W Central Ave Spring Valley NY 10977	845 425-0155	845-521-2339	
Rabbi Tovia Schlesinger	5 First St Spring Valley NY 10977	845 371-4271		

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DESIGNATION OF TRUSTEES

I hereby appoint Shea Klagsbrun and Aron Markowitz as Trustees to fill the terms of Mordechai
Glatzer and Chaim Brizel until the next election:



Mordeche Samet

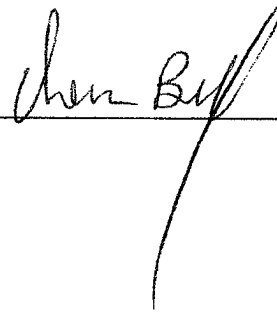
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RESIGNATION

The undersigned hereby resigns all positions as a Trustee and Officer of Congregation Birchos

Yosef effective immediately.

RABBI
Chaim Brizel

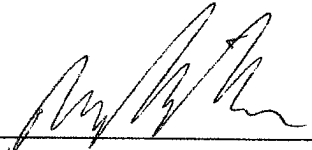
A handwritten signature in cursive script, appearing to read "Chaim Brizel", written over a horizontal line.

Resignation Accepted:

Mordeche Samet
Mordeche Samet

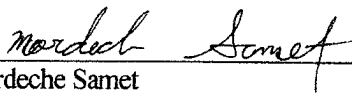
RESIGNATION

The undersigned hereby resigns all positions as a Trustee and Officer of Congregation Birchos Yosef effective immediately.

RABBI 

Mordechai Glatzer

Resignation Accepted:

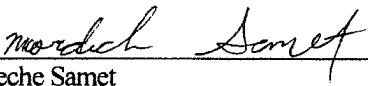


Mordeche Samet

RESIGNATION

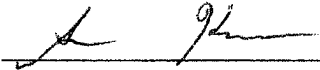
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Yosef effective immediately.



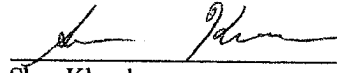
Mordeche Samet

Resignation Accepted:



DESIGNATION OF TRUSTEES

We hereby appoint Grande Rebbe Joseph Michael Leibovits as Trustee to fill the term of Mordeche Samet until the next election.



Shea Klagsbrun

Aron Markowitz

Ace Flooring Distributors, Inc.

17 Robert Pitt Dr.
Monsey, NY 10952
(845) 356-7225

Fax 356-7274

Web: www.aceflooring.net

Email: aceflooring@optimum.net

ESTIMATE

DATE	ESTIMATE NO.
5/3/2015	14567

NAME / ADDRESS
Glatzer 10 Laura Place Spring Valley, NY 10977

HOME #	TERMS	REP	PHONE 2
352-1902	C.O.D.	SR	917-642-3290

ITEM	DESCRIPTION	QTY	AMOUNT	Total
Lino Sale	Mannington 130031 Installed in Kitchen	18.33	24.00	439.92
Prep	Skim Coat & Prep subfloor		125.00	125.00
Appliances	Disconnect & Move Appliances		30.00	30.00
	Subtotal			594.92
	(Option to do 1/4" plywood Add \$190)			
	Sales Tax		8.375%	49.82
Thank you for your business.		Total		\$644.74

PLEASE SIGN & FAX TO 845-356-7274 X_____